

# EXHIBIT 9

**THE FORCE LAW FIRM, P.C.**

THOMAS J. FORCE

PARALEGAL  
MITCH FALK

PARALEGAL  
EILEEN SVENDSEN



TELEPHONE:  
631.665.1832

FAX  
631.665.1881

2 WEST MAIN STREET-SUITE 2  
BAY SHORE, NY 11706

December 13, 2011

*Sandra*

- By Federal Express Mail – Signature Required

Oxford health Plans  
A UnitedHealthcare Company  
Network Management  
One Penn Plaza  
New York, New York 10121

Re: Termination of Provider Agreement for Dr. Nick Gabriel, DO

Dear Provider Management Department :

We represent Dr. Nick Gabriel D.O., whose office locations are as follows:

**Smithtown Office**

Mailing Address: 48 Route 25A, Smithtown, NY 11787-1431  
NPI # 1952351777  
TIN # **Redacted** 0175

**Southampton Office**

Mailing Address: 339 Meetinghouse Lane, Southampton, NY 11968  
NPI # 1275833477  
TIN # **Redacted** 2950

Currently, Dr. Nick Gabriel is an employee of both practices listed above. Recently, Oxford and UnitedHealthcare's Legal Department has taken the position that Dr. Gabriel is an in-network physician based upon documents he signed when he was an employee of Peninsula Hospital, Queens, New York. Dr. Gabriel has not been an employee of Peninsula Hospital since 2008, and it has never been my understanding or that of my client that the document he signed while at Peninsula would remain in effect once he took alternate employment. Accordingly, please be advised that it is Dr. Nick Gabriel's position that he is currently NOT an in- network physician for Oxford or UnitedHealthcare (both companies hereinafter referred to as "UHC") and that his in-network status ended when he left the employ of Peninsula Hospital in 2008.

Our position is that Dr. Gabriel is now an out-of-network provider with UHC. He has been out of network with UHC since 2008 when he left the employ of Peninsula Hospital. We reserve our rights and that of our client to pursue claims and a complaint against UHC for under-reimbursement of claims paid to Dr. Gabriel since 2008. Since 2008, UHC has largely paid Dr Gabriel as an in-network provider at in-network rates when he should have been paid as an out of network provider at stepped up out-of-network rates. This letter does not serve as an admission on the part of our client or this firm. However, since we now know that UHC considers Dr Gabriel an in-network provider, we feel it necessary to clearly articulate our intention to terminate any contract of any nature with UHC. If it is ultimately determined by a court of competent jurisdiction that Dr Gabriel was, in fact, an in-network provider after 2008; that his UHC provider agreement did not terminate when he left the employ of Peninsula Hospital, then we wish to clearly terminate any such agreements effective with your receipt of this letter.

Please be further advised that unless UHC confirms that Dr. Nick Gabriel ceased to be in Network physician for UHC upon leaving Peninsula Hospital, we intend to institute a declaratory judgment action to have that contract declared void as of the date he left the employ of Peninsula Hospital.

Very truly yours,



Thomas J. Force